

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Daniel Marino
Debtor

Case No. 12-20492-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: DonnaR
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 15, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 17, 2016.

db +Daniel Marino, 6319 Horrocks Street, Philadelphia, PA 19149-2829

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 17, 2016

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 15, 2016 at the address(es) listed below:

ANN E. SWARTZ on behalf of Creditor Cenlar, FSB ecfmail@mw-c-law.com, ecfmail@mw-c-law.com
ANN E. SWARTZ on behalf of Creditor M&T Bank ecfmail@mw-c-law.com, ecfmail@mw-c-law.com
JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T Bank bkgroup@kmlawgroup.com,
bkgroup@kmlawgroup.com
KEVIN S. FRANKEL on behalf of Creditor Nationstar Mortgage LLC pa-bk@logs.com
KEVIN T MCQUAIL on behalf of Creditor Cenlar, FSB ecfmail@mw-c-law.com
LEEANE O. HUGGINS on behalf of Creditor Nationstar Mortgage LLC pabk@logs.com
MARISA MYERS COHEN on behalf of Creditor Cenlar, FSB mcohen@mw-c-law.com
MICHAEL A. LATZES on behalf of Debtor Daniel Marino efiling@mlatzes-law.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER on behalf of Trustee WILLIAM C. MILLER ecfemails@ph13trustee.com,
philaecf@gmail.com
WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 11

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 IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Daniel Marino aka Daniel Joseph Marino, III aka
 Dan Marino

Debtor

M&T Bank

Movant

vs.

Daniel Marino aka Daniel Joseph Marino, III aka
 Dan Marino

Debtor

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 12-20492 ELF

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on Debtor's residence is **\$1,277.48**, which breaks down as follows;

Post-Petition Payments:	May 18, 2016 through August 18, 2016 at \$319.37 each
Total Post-Petition Arrears	\$1,277.48

2. Debtor shall cure said arrearages in the following manner;
 - a). Debtor shall tender **\$600.00** within seven (7) days of this stipulation;
 - b). Beginning September 2016 and continuing through February 2017 , until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$319.37** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$112.91** towards the arrearages on or before the last day of each month;

M&T Bank
P.O. Box 1288
Buffalo, NY 14240-1288

- c). Maintenance of current monthly mortgage payments to Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 26, 2016

By: /s/ Joshua I. Goldman, Esquire
Joshua I. Goldman, Esquire
Thomas Puleo, Esquire
Attorneys for Movant
KML Law Group, P.C.
Main Number: (215) 627-1322

Date: 9-6-16


Michael A. Latzes Esq.
Attorney for Debtor

Date: 9-6-16


Daniel Marino aka Daniel Joseph Marino, III
aka Dan Marino

Approved by the Court this 15th day of September, 2016. However, the
court retains discretion regarding entry of any further order.


ERIC L. FRANK
CHIEF U.S. BANKRUPTCY JUDGE